

Tender Document

For

**“SUPPLY, FITTING AND FIXING OF M.S. GRILL WORK IN BALCONIES
OF HOSTELS OF NID, ASSAM”**

Name of Work

**“SUPPLY, FITTING AND FIXING OF M.S. GRILL WORK IN BALCONIES
OF HOSTELS OF NID, ASSAM”**

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Notice Inviting tender

1. Director, National Institute of Design, Assam invites Open tender from the **agencies** registered with CPWD /MES/STATE PWD (Assam) OR ANY OTHER RECOGNISED GOVERNMENT ORGANIZATION for the work of "**SUPPLY, FITTING AND FIXING OF M.S. GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM**". Sealed Documents are to be submitted Offline to Chief Administrator Officer ,NID Assam ,Vill- Tocklai, PO-Rajabari Jorhat, Assam-785014 before the prescribed date and time.

2. Brief Details of Work:

Sl. No.	Name of work and Location	Estimated Cost put to tender	Time of completion	Tender Inviting Authority (TIA)
1	2	3	6	7
	" FABRICATION WORK IN BALCONIES OF HOSTELS OF NID, ASSAM "	Rs. 19.14 Lacs	30 days	Director

3. CRITICAL DATE SHEET:

Dates & Time For:-	:	Date and Time
Bid Document Publishing Date	:	21.09.2021
Bid Submission Start Date	:	21.09.2021
Bid Submission End Date	:	04.10.2021
Last date of sending query through email related to the Bid documents and Scope of work.	:	30.09.2021
Last date of physical submission of documents as specified in tender document (Super scribing Name of Work, NIT/ and Date/Time of Opening) in separate sealed envelope to the TIA with complete postal address.	:	04.10.2021 up to 01:00 P.M
Date of Opening of Technical Bid	:	04.10.2021 03:30 P.M
Date of Opening of Financial Bid	:	Would be informed later on to the Technically Qualified Bidders.
Details of Submission of Hard Copies	:	Chief Administrator Officer National Institute of Design, Assam Vill- Tocklai, PO-Rajabari Jorhat, Assam-785014

4. ELIGIBILITY CRITERIA :

The agency must fulfil the criteria mentioned below.

(A) Technical :-

- (i) **The agency should have experience of having successfully completed similar works in Central Govt./ State Govt. / Semi Govt. or with reputed Public Limited companies during the last 07 years:-**
- a) Three similar works each costing not less than the amount equal to 40% of the estimated cost of the tender.
- OR
- b) Two similar works each costing not less than the amount equal to 60% of the estimated cost of the tender.

OR

- c) One similar work costing not less than the amount equal to 80% of the estimated cost of the tender.

(ii) **Similar work means** “The work involves the following activities-

“Supply, Fitting and fixing of M.S Grills”

- (a) In case applicant has executed composite works which includes the qualifying similar nature of works for a minimum value as stated in 4.A (i), then value of composite works shall be considered for the purpose of Eligibility.
- (b) For composite works, in the event the value of the qualifying work(s) cannot be ascertained from the work order/ completion certificate submitted by applicant, copy of Schedule of Rates (SOR) of relevant pages of Contracts, Copy of relevant pages of final bill certified by the client, highlighting the items for establishing requirement of ELIGIBILITY Experience Criteria or written letter from the client specifying the nature of work with quantities and values can be submitted for Eligibility.
- (iii) Applications from consortium/Joint venture shall not be accepted. Joint venture/Consortium experience shall not be considered. Experience of only the bidding entity as a prime contractor shall be considered. A job executed by a bidder for his own or project of their Sister concern/ Group Company shall not be considered as experience for the purpose of meeting requirement of experience criteria.

(B) Financial :-

- A. Average Financial Turn Over during the last 03(three) years ending on 31st March of the previous financial year should be at least 30% of the value of the estimated cost.
- A turnover certificate for last three years has to be submitted duly signed by Chartered Accountant with official seal and membership no.
- B. Current Banker’s Solvency Certificate to the tune of at least 40% of the estimated cost, indicating Fund & Non fund based Limits separately, for adequate financial soundness from Nationalized/Scheduled Bank, not older than 03 (three) months.
- C. Should not incur loss in last two financial years. A “**No Loss Certificate**’ should be submitted duly signed by Chartered Accountant with his Membership no. & Seal.

5. GENERAL DOCUMENTS TO BE PROVIDED :-

- (i) Up-to-date valid Registration certificate of STATE PWD (Assam) / CPWD OR ANY OTHER RECOGNISED GOVERNMENT SECTOR.
 - (ii) Certified I.T. return for the last 03(three) years by an Authorized CA and copy of PAN Card.
 - (iii) Audited Balance Sheet and P/L Statement for last 03 (three) Years.
 - (iv) Copies of award letter/ Contract/Work Orders in support of execution of similar nature of work.
 - (v) Completion certificate along with performance Certificate and payment certified copy or any other document evidencing value of completed portion of work to be submitted, giving name of work, value of works, completion period etc. Completion Certificate from Central Govt./ State Govt. / Semi Govt. or with reputed Public Limited companies will only be accepted.
 - (vi) Bidder is not in the negative/black list of any State/ Central Government Department / PSU. An affidavit on a non-judicial stamp paper of value Rs. 100/- is to be furnished certifying the same.
 - (vii) Copy of GST certificate and PAN Card.
 - (viii) Valid ESI and EPF registration certificate.
 - (ix) Valid labour License from applicable statutory body
6. During scrutiny, if it comes to the notice to the Tender Inviting Authority that the credential or any other Papers submitted is incorrect / manufactured / fabricated, in such case(s) tender will not be considered for evaluation and that Tender Documents will be out rightly rejected without any prejudice.
 7. Before issuance of the work order, the Tender Inviting Authority may verify the credential & other Documents of the lowest tenderer if considered necessary. After verification, if it is found that such documents submitted by the **lowest tenderer** is either manufactured or false in that case, work order will not be issued in favour of the tenderer under any circumstances.
 8. **Penalty for suppression / distortion of facts:** If any tenderer fails to produce the original hard copies of any documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the original hard copies from the submitted Xerox copies or if there is any suppression of documents, such tenderer may be suspended from participating in the tenders for 3(three) years. Besides, NID,ASSAM may take appropriate legal action against such defaulting tenderer.
 9. **Guiding schedule of rates:** Schedule of rates of **DSR 2021** and **APWD 2013-14** for all works has been considered.
 10. Prospective Tenderers shall have to execute the work in such a manner so that the appropriate service level of work / job is kept during progress of work and a period of **1 (One) year** from the date of successful Completion of the work to the entire satisfaction of Engineer-In-Charge.

If any defect / damage is found during the period as mentioned above, **the Agency** shall make the same good at his own expenses to the specification at par with instant project work, or at any time thereafter become due to contract or from his performance bank guarantee.

11. Performance Security in the form of Bank Guarantee @ 3% of Contract value from any Nationalized / Scheduled Bank in the prescribed format of NID,ASSAM to be deposited within 7 days from issue of Letter of Acceptance, failing which their order shall be cancelled. The Performance Bank Guarantee shall be kept up to end of defect liability period i.e. **01(one) year** from the date of handing over of the work as certified by Client.
12. Bid security declaration as per attached Form shall be submitted in place of Earnest Money Deposit (EMD). The term EMD elsewhere used in the document shall be ignored.
13. **Tenderers should quote as per the Price Bid format and in the allotted space only.**
14. The acceptance of Tender and award of contract (AOC) to one and more than one Contractor, if considered necessary, will rest with the Employer who does not bind himself to accept the lowest Tender and will reserve to himself the authority to accept a Tender in whole or in part or reject any or all the Tenders received without assigning any reasons thereof and no explanation can be demanded for the cause of rejection of Tender by any Tenderer, neither any claim whatsoever on this score is tenable.
15. **Bid Validity:** The Tenders shall be valid for a period of **04 (four) months i.e. 120 days** from the date of opening of the Price bid or any extension thereto.
16. Tender documents in which the Tender is submitted by a Tenderer shall become the property of the Employer and the Employer shall have no obligation to return the same to the Tenderer.
17. NID,ASSAM reserves the Right :
 - (i) To postpone/change/cancel the above-mentioned date, modify the terms and conditions include new items and conditions, split and distribute the work amongst more than one agency etc. in the interest of the Project(s)/ Company, without assigning any reason thereof.
 - (ii) To ask for further Clarifications etc., as and when required.
 - (iii) To cancel the Advt./ Enlistment of the Agency against the above Notice, anytime without assigning any reason for which no claim on any ground shall be entertained.
 - (iv) To verify the particulars furnished by the tenders independently, if any information furnished by the tenderer is found incorrect at any stage, the agency shall be liable to be debarred from tendering/cancellation of order including imposition of penalty or any other action is deemed necessary.
 - (v) To accept or reject any or all the applications received, at its own discretion, without assigning any reasons thereof for which no claim on any ground shall be entertained. EOI's in which additional conditions put forth by the agencies, shall be summarily rejected.

INSTRUCTION TO TENDERERS

1. Bids are invited by NID,ASSAM on **two bid system** for “**SUPPLY, FITTING AND FIXING OF M.S GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM**” to be submitted offline **in two separate sealed envelopes superscribed as [Technical bid and Financial bid]** before the prescribed date & time in NIT.
2. Offline mode of Bid submission will be followed for this bid. Bids submitted after prescribed date and time shall not be accepted.
3. **Clarification of Bids**
 - 3.1. Clarification of any doubts of the intending tenderers related to Bid document and scope of work can be mailed to **tenders@nidj.ac.in**. Name of the tenderer with details of the Tender should be mentioned with the clarification sought without which no response shall be provided to that query.
 - 3.2. The response to the query/ clarification raised by any tenderer will be upload on the website along with queries/clarifications raised or mailed to them. Accordingly, corrigendum shall be published (if required).
 - 3.3. No Queries shall be entertained after the last date for raising of query.
4. **Amendment to the bidding document**
 - 4.1 At any time prior to the deadline for submission of Bids, NID Assam, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
 - 4.2 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, NID Assam, at its discretion, may extend the deadline for the submission of Bids.
5. **Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and NID Assam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
6. **Format and signing of Bid.**
 - 6.1 The Bidder shall prepare and submit the original bid, clearly marking “**SUPPLY, FITTING AND FIXING OF M.S. GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM**” on the top of the cover. Technical and commercial bids should be placed in two separate envelopes superscribed Technical Bid and Commercial Bid respectively.

6.2 The Original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. The person(s) signing the bids shall initial all the pages of the bids, except for unamended printed literature.

6.3 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person signing the bids.

7. Sealing and Marking of Bids

7.1 The bidder shall submit a sealed envelope containing Technical bid and Commercial bid separately.

7.2 The Bidder shall seal the envelope containing Technical bid. The envelope should be superscribed with “**Technical Bid- SUPPLY, FITTING AND FIXING OF M.S GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM**”.

7.3 The Bidder shall seal the envelope containing Commercial Bid. The envelope should be superscribed with “**Commercial Bid- SUPPLY, FITTING AND FIXING OF M.S GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM**”.

7.4 The two sealed envelopes indicated in 7.2 and 7.3 shall be enclosed in a separate envelope superscribed with name of the work, tender no., name and address of the bidder.

7.5 The envelopes shall be addressed to NID, Assam at the address given below:

Chief Administrator Officer
National Institute of Design, Assam
Vill- Tocklai, PO-Rajabari
Jorhat, Assam-785014

7.6 If the envelop is not sealed and marked, NID Assam will assume no responsibility for the Bid’s misplacement or its premature opening.

8. Contacting NID Assam

8.1 Bidder shall NOT contact NID Assam on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from NID Assam.

8.2 Any effort by the Bidder to influence NID Assam in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bid.

9. Award of Contract

9.1 NID Assam will award the contract to the successful Bidder, out of the Bidders who have responded to NID Assam’s tender as referred above, who has been determined to qualify to

perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive and is the lowest evaluated Bid. Letter of acceptance (LOA) will be provided to the successful bidder and within 7 days of receipt of the LOA, Performance bank guarantee has to be submitted, failing which the bid shall stand cancelled. On submission of PBG, letter of commencement of work shall be issued.

10. The employer reserves the right to postpone the date for presentation and opening of Tenders and will give timely notice of any such postponement to the prospective Tenderers.
- i. Acceptance or rejection of any tender is left entirely to the discretion of the authority empowered to deal with the matter and no query/ explanation can be demanded by any Tenderer for the cause of rejection of his tender.
 - ii. If the Tenderer deliberately gives wrong information in his Tender or creates circumstances for the acceptance of his tender, the NID Assam reserves the right to reject such Tender at any stage.
 - iii. If a Tenderer seeks in clarifying his quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item descriptions, contract clause, etc. will however be entertained. Other clarifications may be considered. The contents of a covering letter sent along with the tender will be considered as part of the quotation. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of these conditions will be added for comparative evaluation of tenders.
 - iv. By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include cost of materials with taxes, Octroi and other duties, lead, lift, loading and unloading, freight for materials, and all other charges including the furnishing of all plant, Equipment, tools, scaffolding and other facilities and services, necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided for in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Engineer.
 - v. The successful Tenderers shall make his own arrangements for all materials, except as specified in the contract, if any.
 - vi. The quantities shown in the attached schedule are given as a guide and approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.
 - vii. Each page of the tender shall be signed by the Tenderer. Tender by partnership or joint family firm may be signed in the firm's name by one of the partners or manager as the

case may be or any other duly authorized representative followed by the name and designation of the persons so signing. An attested copy of the partnership deed must accompany the tender of any partnership firm. Tenders by a company shall be signed with the name of the company by a person authorized on this behalf and Power of Attorney or other satisfactory proof showing that the person signing the tender documents on behalf of the company is duly authorized to do so, shall accompany the tender. The Employer will not be bound by any Power of Attorney granted by the Tenderers or by changes in the composition of the firm, made subsequent to the execution of the contract. It may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the contractor.

- viii. With their quotations the Tenderers shall submit by manually signing all schedules, specifications, GCC, special conditions, etc. in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.
- ix. If a Tenderer expires after the submission of his tender or after the acceptance of his tender the Employer may deem such tender as cancelled. If a partner of the firm expires after the submission of their tender, the Employer may deem such tender as cancelled UNLESS THE FIRM RETAINS its character.
- x. If the Tenderer has a relative employed in any capacity in the NID, ASSAM, he shall inform the authority calling for tenders of the said fact when submitting his tender, failing which his contract may be rescinded. If the said fact subsequently comes to light he shall be liable to make good to the Employer any loss or damage resulting from such cancellation.
- xi. No contract work however petty may be carried out except under and in accordance with a duly executed agreement or on a special written authority from a duly authorized officer of the Employer.
- xii. No agreement is valid unless signed by contractor or his duly authorized agent and by a competent person on behalf of the Employer.
- xiii. The form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tenderer, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawing and the rates and amount accepted against the items of the Tender schedule together with the tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the issue of the Letter of Acceptance and the Letter of Commencement awarding the work shall form the contract.
- xiv. If there is any conflict between any of the provisions in the special conditions and those in any of the other documents referred to, the provisions in the special conditions shall prevail.

- xv. If there be any difference between the description in the specification and drawings and the works items in the tender schedule, the work items in the Tender schedule shall prevail for determining the rates.
- xvi. In the event of any discrepancy between the rate quoted in the Tender in words and these quoted in figures, the rates quoted in words shall control.
- xvii. Acceptance of the tender will be intimated to the successful Tenderer through a letter of acceptance. The contractor shall then be required to execute an Agreement within the time specified in the letter of Commencement. In the event of failure on the part of the contractor to sign the Agreement within the specified time, the acceptance of his tender shall consider as withdrawn.
- xvii. On completion of the work, contractor will hand over the work to the Employer /NID,ASSAM in approved format and after clearing the site to the entire satisfaction of the Client.
- xviii. After issue of letter of Commencement of work, Contractor shall execute the formal Agreement in approved format on non-judicial stamp paper of not less than Rs. 100/- (Rupees One Hundred only) within 7 days from the issue of letter of commencement of work. The cost of stamp paper shall be borne by the Contractor.

Cover I (Technical Bid) : Bidder should submit all documents pertaining to Eligibility Criteria mentioned in NIT, Letter of Transmittal (In Company's Letter Head) and Affidavit, Copy of Credentials/Certificates for qualifying Eligibility Criteria as specified in NIT. Bidder should submit the NIT Document along with GCC, SCC, ITT, Form of Tender, Form of Agreement, Form of Performance Security, Bid Security Declaration form, Technical Specifications.

Cover –II (Financial Bid) : The financial Bid format is provided, the rates offered should be entered in the allotted space only. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

LETTER OF TRANSMITTAL

(In the Letter Head of the Bidder)

To

Director

National Institute of Design Assam,

Tocklai, Rajabari, Jorhat-785014,

Assam

Sub: Submission of Tender for the work of “**SUPPLY, FITTING AND FIXING OF M.S GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM**”, in NID,ASSAM, Assam

Ref: NIT No.: NIDJ/202-21/ESTATE/CIVIL/....

Dear Sir,

Having visited the Site, ascertained the Site conditions and examined the General Conditions of Contract as well as Special Conditions of Contract, Notice Inviting Bids, Instructions to Bidders, of NID, Assam etc. and addenda for the above project, we the undersigned, are pleased to submit our Bid along with relevant documents as below: -

1. We acknowledge our unconditional acceptance for all the terms & conditions of the Tender.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry / survey to our satisfaction and we did not rely solely on the information provided in this BID. We shall not hold **NID, Assam** responsible on any account in this regard.
3. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract document within the stipulated time based on the reckoned date of start as scheduled.
4. If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the tender document.
5. We are aware that in the event of delay in execution of the Project, beyond the agreed schedule due to reasons attributable to us, liquidated damages shall be recovered from us as per Conditions of Contract.
6. Our Bid is valid for a period of **120 days** from the date of opening of Price Bid or any extension thereto.
7. We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the BID.
8. We declare that for submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and

declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of **NID, Assam**, if it finds

anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
11. We enclose all documents as required in the Bid.

Dated this _____ day of _____ 2021.

Signature _____

Name _____ in the capacity of
duly authorized to sign Bids for and on behalf of _____

Address

FORM OF TENDER

Tenderers/Bidders are requested to fill up all the blank spaces in this Tender Form.

To

Name of work:

.....
.....

(As shown in the invitation to Tender.)

Gentleman,

1. Having examined the invitation to Tender, Instruction to Tender, GCC, Special conditions, Specifications, Tender Schedule and Tender Drawings for the Construction of the works mentioned above, we the undersigned offer to construct the whole of the said works in conformity with the said Tender documents for the sum of or such other sum as may be ascertained in accordance with the said conditions.
2. We undertake, if our Tender is accepted, to commence the works within **7(Seven) days** from the date of signing the contract or Letter of Commencement/Work order, complete and deliver the whole of the works comprised in the contract within days calculated from the date of signing the contract or Letter of commencement/work order.
3. We agree to abide by, this Tender for the period of 120 (one hundred twenty) days from date of opening of price Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.
6. Dated this day of

Signature of witness

Signature

in the capacity of

duly authorized to sign.

Date

Tenders for and on behalf of

(BLOCK LETTER)

Occupation of witness :

Date

Address

FORM OF AGREEMENT

The Agreement made the
day of BETWEEN National Institute of Design Assam, Tocklai, Rajabari, Jorhat-
785014, Assam) (herein after called the Employer of the one part) and
..... of
(hereinafter called the "CONTRACTOR" of the other part).

WHEREAS the Employer is desirous that certain works should be constructed viz.
..... and has accepted a Tender
by the Contractor for the construction, completion of such works.

NOW THIS AGREEMENT WITNESSTH as follows:-

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz -
 - a) The said Tender.
 - b) Invitation to Tender
 - c) Instruction to Tenderers.
 - d) Special Conditions of Contract.
 - e) General Condition of Contract.
 - f) Specifications
 - g) Tender document containing scope of work, Technical Specifications, Bill of Quantities & Tender drawings.
 - h) Accepted Item Rate offer.
 - i) Correspondence between the Employer and the Contractor prior to issue of the letter of acceptance, viz.
.....
.....
.....
.....
 - j) Letter of Commencement of work/work order.

3. In consideration of the payments to be made by the Employer to the contractor as here-in-after mentioned the contractor hereby covenants with the Employer to construct, Complete and maintain the works in conformity in all respects with the provision of the contract.
4. The Employer hereby covenants to pay the contractor in consideration of the construction, completion of the works the contract price at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF THE parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said
..... in the presence of.

Dated signature of Contractor		Dated signature of the
in	the	Employer
capacity.....	
on	behalf	of
		Designation
.....	

WITNESS:

*(Affidavit to be submitted by the Agency on a non-judicial stamp paper of value Rs.
100/- duly notarized, in hard copy to the TIA)*

Ref:

Date :

AFFIDAVIT

I/We,, S/O.
resident of
Contractor / Partner or sole Proprietor (strike out which is not applicable) of firm
M/s..... do hereby solemnly affirms and declare that our
Individual / Firm / Companies is not blacklisted by any State / Central Govt. Deptt. or any PSUs.

DEPONENT

Place :

Date :

Address :

.....

.....

GENERAL CONDITIONS OF CONTRACT (GCC)

IT IS AGREED AS FOLLOWS:

- 1. Definitions:**

- a) **“Principal”** means National Institute Of Design, Assam and includes their successors.
- b) **“Tenderer”** means the person, firm or company submitting a tender against the Invitation to Tender.
- c) **“Contractor”** means the person, firm or Company whose tender has been accepted.
- d) **“Party”** means a signatory to this agreement.
- e) **“Contract”** means the contract entered into between the Principal and Contractors.

2. Subcontracts

The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with NID, Assam’s prior written consent.

3. Commitments of the Parties:

- a) **Commitments of the Principal:** The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned by its employees) and to observe the following principles:
 - (i) No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (ii) The Principal will, during the tender process, treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.
 - (iii) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anticorruption Laws of India/guidelines of Govt./guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.
 - (iv) If the Principal obtains information of conduct of a bidder, contractor or sub-contractor or of an employee or a representative or an associate of a bidder, contractor or sub-contractor, which constitutes corruption, or if the Principal

has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

- b) **Commitments of the Tenderer/Contractor:** The Tenderer/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.
- (i) The Tenderer/Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal's employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal's tender process or the execution of the Contract.
 - (ii) The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.
 - (iii) The Tenderer/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (iv) The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - (v) The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. Obligation to Ensure Compliance:

- a) Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all of its staff, consultants,

parent and associated and subsidiary companies, agents, sub-contractors and suppliers (if applicable).

5. Dis-qualification from tender process and exclusion from future contracts:

- a) If the Tenderer, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 3.b** or any other form such as to put his reliability or credibility as tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract if already signed, for such reason.
- b) If the Tenderer/Contractor has committed a transgression through a violation of any of the terms **under clause 3.b** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the tenderer/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**
- c) If the tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

6. Previous Transgression:

- a) The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.
- b) The Tenderer hereby concedes that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

7. Breaches of this Agreement: -

- a) In the event that any party believes that there is Prima Facie evidence that there has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:
- (i) It will report full details of such suspected non-compliance to the Chief Executives of each of the Parties.
 - (ii) If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.
 - (iii) If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organisation or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.
- b) In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.
- c) The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

8. Duration of Agreement:

- a) This agreement comes into force as soon as all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties.
- b) This Agreement will expire after completion of DLP.

9. Applicable Laws

- 9.1 The Contract shall be interpreted in accordance with the laws prevalent in India.
- 9.2 **Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NID Assam about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect NID Assam and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- 9.3 **Compliance in obtaining approvals/ permissions/ licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NID Assam and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NID Assam will give notice of any such claim or demand of liability within reasonable time to the bidder.

10. Force majeure

If at any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war , hostility acts of the public enemy, civil commotion, fires, floods, explosive epidemics, quarantine, restriction or other acts of God, strikes & lockout (hereinafter referred to as eventualities), pandemic (Covid-19), then, provided notice of the happening of such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries/construction work under this contract shall be resumed as soon as practicable after such eventuality has come to an end of account to exist and the decision of the Employer/client as to whether the deliveries/ construction works have been so resumed shall be final & conclusive

11 Resolution of Disputes

It will be NID Assam's endeavour to resolve amicably any disputes or differences that may arise between NID, Assam and the contractor from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of Dispute or difference arising between NID, Assam and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between NID, Assam and the contractor OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by NID, Assam or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Jorhat, Assam, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Jorhat, Assam, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL :-

The contract shall be governed by NID,ASSAM's General Condition of Contract, Special Conditions of Contract, NIT Conditions. The work specified in this Tender shall be executed as per the latest CPWD specifications in addition to Special Conditions of Contract enumerated hereunder. The agency will have to quote item rates as per the Price Bid.

The special conditions of contract and other Tender documents are complementary to and shall be read in conjunction with each other.

In case of any conflict of meaning between the special conditions of contract and the CPWD Specifications, the provision of the special conditions shall override.

2.0 NAME OF WORK :-

“SUPPLY, FITTING AND FIXING OF M.S GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM”

3.0 Scope Of Work : Brief scope of work Includes the following

(a) The site is inside NID, Assam at Boys and Girls Hostel.

(b) Supply, Fitting and fixing of M.S Grill work at Balconies of the Boys and Girls Hostel.

*The above mentioned scope of work are tentative only. NID, Assam shall have the liberty to change/alter the scope of work.

4.0 Performance Security/Performance bank Guarantee (PBG)

PBG in the form of Bank Guarantee @ 3% of Contract value from any Nationalized / Scheduled Bank in the prescribed format is to be submitted within 7 (Seven) days of issue of letter of Acceptance failing which the contract is liable to be terminated. The validity of the PBG should be renewed from time to time so as to cover till the end of the defect liability period. PBG shall be refunded after completion of the DLP.

5.0 Defect Liability Period (DLP) shall be considered 12 months from the date of Handing over of the work with satisfactory completion of the works as certified by NID, Assam.

6.0 The Contractor shall fully indemnify the project and save NID, Assam from and against all losses, penalties, claims, damages, expenses, action or other proceedings arising out of and resulting from non-performance or unsatisfactory performance of the contractual obligations undertaken by the Contractor. The Contractor shall also reimburse to NID, Assam all losses and damages as may be suffered by it for non-conforming to the time schedule granted by the NID, Assam or for not adopting the standards specified in the NIT or which may arise out of or as a consequence of construction and maintenance of works.

7.0 The Contractor shall inform well in advance NID, Assam regarding extra items, deviation and substitute items, applications for extension of time and for damages for delay or otherwise

8.0 The entire work is to be carried out as per the NIT Conditions ,Special Conditions of Contract, General Conditions of Contract.

9.0 **SITE CONDITIONS :-**

Before tendering, the contractor should get himself thoroughly acquainted with the site conditions, any problem likely to be encountered during execution of work and other facilities which are available at site. No claim on the plea of ignorance of site conditions etc. shall be entertained later on.

10. **SITE FACILITIES:-**

10.1 **Water supply :**

Water required for construction purposes (if required) will be arranged by the contractor at his own cost.

10.2 **Accommodation of Contractors workmen and security of contractor's materials.**

No accommodation for workmen shall be provided inside the campus. Contractor should be fully responsible for proper storage and security of its materials, including tools and machineries, etc. Contractor shall not hold NID, Assam liable for any loss of material, etc.

10.3 **Power Supply :**

The contractor shall arrange machineries, tools & plants for construction work. at his own cost and the cost of which may be taken into consideration in quoted rates Employer may supply power, if available for the project at one point, at the works site. Further distribution lines, electrical installation, energy meters conforming to Indian Electricity Act shall have to be arranged by the Contractor at his own cost and power shall be charged per unit at a rate to be fixed by the power supply Authority from time to time. No claim, whatsoever, will be entertained in case of power is not made available / or supply is erratic.

11 **DRAWING AND SPECIFICATIONS :-**

11.1 **Drawings:** The tender drawings provided along with the tender documents are tentative and are indicative only.

11.2 **Specifications:** All work is to be done as per latest CPWD specifications as corrected from time to time etc. In the absence of CPWD specification, latest IS Specifications and codes of practice are to be followed. For items not be covered by the above, prior approval is to be taken in regard to specifications from the Employer.

12 RATES :-

The rates shall be inclusive of all taxes. It is intended to provide for works duly and properly completed in accordance with the CPWD specifications and Special Conditions of Contract with specifications and drawings together with such alteration or conditions as may be required/ ordered and without prejudice to the generality thereof which include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and drawings but are essential though of minor nature and shall be deemed to include and cover inter-alia the following :-

- (i) The cost of all supervision, labour and materials, including materials to be issued by Employer on cost recoverable basis, (if any) as provided separately in this clause of special conditions of contract, all types of explosive / blasting materials (if any), all tools, plants and equipment, mobilizing and de-mobilizing of manpower / equipment, fuel, lubricants, fixers, transport and handling charges of machineries, temporary and permanent works, transport, handling and storage of materials, stacking and removal charges of any rejected materials, water and power arrangements and satisfactory maintenance of the same for the full and satisfactory completion of the work intended.
- (ii) Watch and ward and security arrangements as required for satisfactory performance of the entire project.
- (iii) Erection, maintenance and removal of temporary/ enabling works for office, stores, etc. required for the project.
- (iv) Work at all depths in foundation below the ground level and in superstructures up to all heights above ground level including all lifts and decent involved at any place of work and disposal area.
- (v) Unless otherwise specified in the specifications/ schedules, cost of all leads.
- (vi) All materials and labour required for fencing in and protection against risks of accidents and providing necessary site clearance in excavation trenches, shoring, planking, strutting, gangways with handrails, gumboots, hand gloves, safety belts etc. during the progress of work.
- (vii) All dewatering operations for seepage waters, surface drainage, monsoon water and de-sludging and allied operations at any stage of work.
- (viii) All barrier arrangements for the safety of the public or employees during execution of work as may be prescribed by the Engineer-in-charge.
- (ix) Works in all shapes, straight, inclined or curved and all sizes as shown in drawing or as are required.

- (x) Clearing the site after completion of the work of all debris, left out construction materials, machine, equipment, temporary houses, office, stores, workshop, including dressing the area in neat and clean shape.
- (xi) All types of assistance to be provided to the employer for performing various types of tests required (if any) for quality control of the works. The expenditure towards such test shall be fully borne by the contractor.
- (xii) All types of taxes, duties, royalties, rents, octroi, cess etc., materials, equipment etc. levied by the Central Govt./State Govt./ Local authorities will be fully borne by the contractor.
- (xiii) **Income Tax** will be recovered at the prevailing rate from Bill as applicable.
- (xiv) **ESI & PF OBLIGATIONS** –The Contractor shall cover all his workmen working at the site, under the ESI scheme and PF scheme, directly deposit the required amounts with the concerned authorities (if applicable) and submit Challan with Bill failing which equivalent amount shall be kept under hold by NID, Assam from the Bills.

All records in connection with the above (if applicable) shall be properly maintained by the Contractor and produced for scrutiny by the Authorities whenever called for.

13 DEVIATION IN QUANTITIES SUBSTITUTED / EXTRA ITEMS :

Contractor shall inform the Client well in advance regarding Deviation in Quantities/ Substituted items/Extra Items. The decision of the client shall be final in this regard and binding on the contractor.

Escalation: No escalation whatsoever shall be payable for the said work.

14 MATERIALS :

(a) Supply by Contractor :-

- i) It is contemplated that all the construction material required for the work shall be arranged by the contractor for incorporation in the work as per specification of CPWD.
- ii) All materials supplied by the contractor according to the contract conditions shall be subject to inspection and passing by the Engineer or his representative from time to time. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection, the Engineers will have the liberty subsequently to inspect the materials that does not conform to specification and no claim or compensation on the account will be entertained. The rejected materials shall be removed by the contractor from the site at his own cost.

- iii) Finishing of all the works will be scrutinized closely at site and during inspection if Engineer in Charge (EIC) finds the work unsatisfactory in any manners, contractor have to redo all the concerned works all over again until the EIC satisfies with it. The contractor shall redo the work at no extra cost.
- iv) Contractor has to provide Manufacturer Testing Certificates (MTC) (if applicable) for all the purchased materials from the concerned vendors against their purchased order or billing invoice no. for the said materials.

(b) No construction materials will be supplied by the Employer in this contract.

15. If the completion / handing over of the work is expected to be delayed beyond the time given for completion, the contractor shall apply for extension of time giving reason for the delay along with proper supportive documents to validate the said reasons. If satisfied with the genuineness of the reasons for the delay, extension of time may be granted for completion/ handing over of the project. For unjustified/ unacceptable delay the contractor shall be liable to pay damages to the tune of deduction as per Employer/Client. However, granting of extension is subject to approval by the client.
16. The contractor shall be responsible for proper completion of the work, workmanship, liability for defects (for a period of 12 months from the date of Handing over to client) of the executed work. In the event of failure on the part of the contractor to rectify the defects/maintain the work as aforesaid, the same may without prejudice to any other right available to it in law be rectified by the employer for an on behalf of the contractor and at the cost and expenditure of the contractor. The employer shall have the right to deduct or set off the expenses incurred by it in rectifying the defects/maintaining the project as aforesaid from or against any amount due and payable or becoming due and payable by the employer to the contractor under this agreement or any other contract whatsoever. The date of completion shall be calculated from the date of issue of completion certificate as furnished by the Engineer-in-Charge of the project on behalf of the Employer. The contractor shall send completion report with as-built drawings to the office of the Employer in writing within a specific period.
17. **Completion Time:** Time is the essence of the contract. The entire work under this contract shall be completed in all respect within **30 days** from the date of issuing Go-Ahead Letter/Work order from NID, Assam.
18. **Royalties & Patent Rights :** All Royalties/ Cess etc. or other sums payable in respect of the supply and use in carrying out the works as described by or referred to in the contract drawings, the contract specifications and the Contract Schedule of Quantities of any patented articles, processes or inventions shall be deemed to have been included in the contract sum, and the contractor shall indemnify the Owner against all claims, proceedings, damages, costs and expenses which may be brought or made against the Owner or to which they may be put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, process and inventions. Provided that where, in compliance with owner's instruction the contractor shall supply and use in carrying out the works of any patented articles, processes or inventions, the contractor shall not be liable in respect of any

infringement or alleged infringement of any patent rights in relations to any such articles, processes or inventions and all royalties, damages or other money which the contractor may be liable to pay to the persons entitled to such patent rights shall be added to the contract sum.

19. MEASUREMENT AND COMPLETION CERTIFICATE :

- a. All works shall be carried out according to authorized dimensions and measurements will be restricted to these authorized dimensions.
- b. The mode of measurement shall be as per provision as indicated in specifications Volume I & II of CPWD Specifications for all civil works.
 - c. The contractor shall submit for technical inspection, work which are likely to be embedded or covered by other works and have the necessary measurement done before the works are covered.
 - d. On completion of the work, the contractor must submit to the Engineer-in-Charge copies of the As built drawings showing thereon all additions and alteration during execution.
 - e. The contractor will hand over each work to the client in the approved format immediately after completion of work which will be treated as handing over certificate and the date of signature of that certificate will be the date from which the DLP of that work will be reckoned.

20. INTERRUPTION TO WORKS :-

- a. In considering the rates for individual items the contractor should take into account the fact that due to the design or other stipulations or requirements at site, or the necessity to follow a particular sequence of overall construction operations, and the non-supply of particular drawings, or the connected work or other agencies or for other reasons interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruptions shall be entertained on any account.
- b. All rejected work shall be redone free of cost by the contractor including cost of all materials failing which it will be got done by the Employer and the expenditure thus incurred shall be recovered from the contractor.

21. ACTS AND REGULATIONS :

- a. In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all legislations, acts, codes, rules and regulations of state and/or central govt. or CPWD or other local authorities framed from time to time governing the protection of health, sanitary arrangements, wages, insurance/compensation, welfare and safety for labour employed on building and construction works. The rates and other statutory obligations with regard to fair wages, welfare and safety

measures, maintenance of registers, submission of returning etc. will be deemed to be part of the contract.

- b. The contractor shall be liable to make payment to all his employees and make compliance with labour laws. If the Employer is held liable as "Principal Employer" to pay contribution etc. under E.S.I. Act or any other legislation of Government or Employer's decision in respect of the Employees of the Contractor, then the contractor would reimburse the amount of such contribution so paid by the Employer. The contractor shall be responsible for Provident Fund Act of his establishment.

22. SAFETY REGULATIONS :-

- a. In respect of works and all labours directly or indirectly employed in the work for the performance of contract, the contractor shall at his own expenses arrange for all the safety provisions as per safety codes of CPWD, Indian Standard Institution, The Indian Electricity Act, The Mines Act, Regulations, Rules and Orders made there under and such other acts as applicable from time to time. In default thereof the employer may get this done departmentally or through other agencies and recover the cost from the contractor.
- b. The contractor shall abide by all the security regulations promulgated from time to time by the employer.

23. EXPLOSIVES :-

If any explosive materials are to be used for execution of the works, contractor shall take prior permission, well in advance, from the concerned Govt. Deptt. The explosive shall be handled and used only by licensed blasters whose certificate should also be submitted for verification and approval by the employer.

However, contractor shall observe all safety and precautionary measures to be adopted as per rules.

24. CONTRACT LABOUR :

- i) In respect of all labour directly or indirectly employed on the works by the contractor, the contractor shall comply with the provisions of the contract labour (Regulations and Abolition) Act, 1970 or any amendment thereof and all legislations and rules of the State and/or Central Government or CPWD or any other authority framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on building and construction works. The rules and other statutory obligations with regards to fare wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contract.

ii) **CHILD LABOUR:** The Contractor shall not employ any labour less than 18 years of age on the job.

25. ASSIGNMENT OF THE AGREEMENT :

The contractor shall not assign or transfer or part with any of the rights, duties or obligations, benefits or interest therein wholly or in part, under this agreement without the previous consent in writing of the employer.

26. SUBLETTING :

The contractor shall not sublet the whole or any part of the works without the written consent of the Employer. Any breach of this condition shall entitle the employer to rescind the contract and also render the contractor liable for payment to the employer in respect of any loss or damage arising or ensuing from such cancellation.

27. LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to give proportionate progress in proportionate time, then the owner may recover by way of liquidated damages. The Contractor shall pay the Owner such sums as ascertained and liquidated damages for each day, Sundays and holidays inclusive, that the activities/works remain incomplete after the schedule date for completion, or any extended time as may be granted by the Owner. A liquidated damages of 0.5% per week of delay shall be levied up to a maximum of 2.5% of the contract value..

28. TERMINATION OF THE AGREEMENT :

The employer shall have the right to terminate the agreement if it is decided to abandon, postpone or curtail the work at any stage after giving one month's notice in writing to the contractor. Such termination shall not prejudice or effect in any way the rights and benefits accrued or liabilities and duties imposed under this agreement. The damage compensation and payment on account of such terminations directed by the Employer shall be binding.

29. SETTING OUT OF THE WORKS :

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the Engineer or Engineer's representative shall at his own expenses rectify such error to the satisfaction of the Engineer or Engineer's representative.

30. COMMENCEMENT OF WORK :

The contractor must commence the work within 07 (Seven) days from the date of issue of Letter of / Commencement/ Award/work order. In case the contractor fails to commence the work within the above specified time, his/ their performance bank guarantee shall be forfeited with the prior approval of tender accepting authority.

31. All incidental local problems as and when arises, if any, are to be tackled and resolved by the Contractor so that work progresses smoothly till the completion of the work.
32. Expenditure, if any towards PF/ESI and other statutory obligations as applicable as per law till completion of the work will have to be borne by the contractor.
33. In case of conflict in meaning between any provision of Special Condition of Contract and General Condition of Contract, the provision of Special Condition shall over-ride General Condition.
34. Manufacturer's Material Test certificate (if applicable) are required to be furnished for all purchasing materials from the concerned sellers/company. The cost of all the testing shall be borne by contractor (if any).
35. All the pages of Tender Document shall be signed and stamped as token of acceptance by authorized representative of the Contractor.
36. During the course of execution, if any change is instructed for any work by Engineer in charge or his representative shall be binding on the contractor.
37. All the works shall be carried as per latest CPWD specifications, with up to date corrections, if any and direction of Engineer in-charge.

38. PAYMENTS :

The bill shall be submitted by the contractor after satisfactory completion of all the works accompanied by the joint measurement of the works certified by the representatives of NID, Assam and Contractor. Measurement shall be done as per actual executed quantities and payment shall be made as per actual measurements. Invoices of materials purchased, and any other documents (if any) sought by finance for clearance of bills shall be submitted.

39. List Of Approved make

Sl. No	Item Description	Approved make
1	M.S Sections	TATA/JINDAL/ISI
2	Polycarbonate Sheet	ISI Marked

PROFORMA FOR PERFORMANCE BANK GUARANTEE

01. In consideration of National Institute of Design Assam, Tocklai, Rajabari, Jorhat-785014, Assam, India (hereinafter referred to as “NID,ASSAM” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having award to _____ with its Registered / Head Office at _____ (hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NID,ASSAM’s Letter of Acceptance No. _____ dated _____ and the same having been unequivocally accepted by the Contractor resulting in a “Contract” bearing No. _____ dated _____ valued at Rs. _____ (Rupees _____ only) for _____ and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____ (Rupees _____ only) 3% (Three percent) of the said value of the Contract to NID,ASSAM, we _____ having its Head Office at _____ (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay NID,ASSAM, on demand immediately without protest or demur any and all money payable by the Contractor to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time and/or without any reference to the Contractor. Any such demand made by NID,ASSAM on the Bank shall not be questioned and shall be conclusive and binding notwithstanding any difference between NID,ASSAM and Contractor or any dispute pending before any Court, Tribunal or any other authority.
02. We, the _____ Bank undertake not to revoke with guarantee during its currency without previous consent of NID,ASSAM and further agree that the guarantee herein contained shall continue to be enforceable till NID,ASSAM discharges this guarantee or _____ whichever is earlier.
03. NID,ASSAM shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary any of the terms & conditions of the contract and extend the time for performance of the Contract by the Contractor. NID,ASSAM shall have the fullest liberty, without affecting this guarantee, to post-pone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between NID,ASSAM and the Contractor or any other course or remedy or security available to NID,ASSAM. The Bank shall not be released of its obligations under this guarantee by any exercise by NID,ASSAM of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of NID,ASSAM or any other indulgence shown by NID,ASSAM or by

any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

04. The Bank also agrees that NID,ASSAM and its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that NID,ASSAM may have in relation to the Contractor's liabilities.
05. This guarantee shall not be affected by the litigation or winding up, dissolution or any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NID,ASSAM or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.
06. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) subject to the clauses as stated immediately hereafter. This guarantee shall remain in force till _____.
07. This guarantee shall continue and hold good until it is released by NID,ASSAM on the application of the Contractor after expiry of the relative guarantee period of the said Contract and after the Contractor has discharged all their obligations under the said Contract and produced a certificate from NID,ASSAM's representative certifying the due completion of the works under the said contract and submitted a "No-demand certificate" provided always that unless extended this guarantee shall remain in force till _____. Should it be necessary to extend this guarantee beyond the said date on account of extension being granted by NID,ASSAM to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of guarantee on NID,ASSAM's request till such time as may be required by NID,ASSAM.

We, _____ Bank shall be discharged of our liability under this guarantee unless a claim is made by NID,ASSAM within 3 (three) months from the date of expiry of this Bank guarantee.

BID SECURITY FORM

Bid Security Declaration Form

To

DIRECTOR

National Institute of Design Assam,
Tocklai, Rajabari, Jorhat-785014,
Assam

Name of Work: Tender No- Dated2021.

I/We, the undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

PRICE BID (TENDER NO.-.....)
Name of Work: SUPPLY, FITTING AND FIXING OF M.S GRILL WORK IN BALCONIES OF HOSTELS OF NID, ASSAM.

I/We hereby agree to carry out the work as per Rate quote given in the table below.

Sl. No.	SOR Reference	Description of items	UOM	Quantity	Rate (in Rs.)	Amount(in Rs.)
1	DSR 2021 9.48	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.				
	9.48.2	Fixed to openings /wooden frames with rawl plugs screws etc.	Kg.	8802.08		
2	APWD SOR 2013- 14	Providing plain Polycarbonate transparent sheet roofing at all levels with self-drilling, self-tapping screws complete (Roof trusses, purlins etc. to be measured and paid separately.)				
		3.00 mm thick	Sqm.	30.24		
Total-						
GST Rate-						
GST Amount-						

Tender Notice No. NIDJ/2020-21/ESTATE/CIVIL/2205
Dated: 20.09.2021



राष्ट्रीय डिज़ाइन संस्थान, असम
National Institute of Design, Assam

	Total Amount Inclusive of GST-	
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Amount in Words.....

Date :

Signature of the Authorized Signatory

Name of the Authorized Signatory

Name of the Organization

Place:

Seal

*** Rates are inclusive of all taxes (as applicable)**

TENDER DRAWINGS

